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21SL-CC04160 - GARY Langley V MERIDIAN MEDICAL TECHNOLOGIES, INC. (E-CASE)

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Petition.

Filed By: STEPHEN CODY REINBERG

On Behalf Of: GARY Langley

 [Judge Assigned](#)

DIV 12

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
STATE OF MISSOURI

## **PETITION**

Plaintiff Gary Langley (“Langley” or “Plaintiff”), by and through undersigned counsel and for his Petition against Defendant Meridian Medical Technologies, Inc. (“Defendant”), hereby states and alleges the following:

## **Jurisdiction and Venue**

1. This action arises under the Missouri Human Rights Act, Mo. Rev. Stat. §§ 213.010 – 213.126 (“MHRA”).
2. The unlawful employment practices complained of herein were committed within St. Louis County, Missouri.
3. As a result of the foregoing, jurisdiction and venue in this Court are proper.

## Parties

4. Plaintiff is 59 years old and at all relevant times was an employee under the Missouri Human Rights Act with his employment located in St. Louis County, Missouri.
5. Defendant is an “employer” as defined under the Missouri Human Rights Act and employed Plaintiff in St. Louis County, Missouri.

6. At all times material to this action, Defendant engaged in an industry affecting commerce and had six or more employees for each working day of twenty or more calendar weeks.

**General Allegations**

7. Plaintiff was previously employed by Defendant as a Senior Maintenance Supervisor.

8. Plaintiff started with Defendant on or around January 7, 2019.

9. Plaintiff worked the second shift at the Brentwood facility and by virtually all accounts was an exemplary employee.

10. With a wealth of experience, including unique APA skills necessary for the job, Plaintiff was a top performer for whom his coworkers had, and have, the utmost respect.

11. Unfortunately, however, Defendant ultimately viewed Plaintiff's age and disability as problematic.

12. Plaintiff's age and disability (asthma and lung-related issues, which substantially limit major life activities such as breathing) render Plaintiff immunocompromised.

13. As a result, Plaintiff was forced to take a leave of absence due to COVID-19 from approximately April to August of 2020.

14. Sadly, this sealed Plaintiff's fate with Defendant and motivated his termination.

15. Shortly thereafter, purportedly in conjunction with company-wide downsizing, Plaintiff was terminated.

16. Plaintiff was shocked, and when asking for a reason, Plaintiff was specifically told it had nothing to do with his performance.

17. Plaintiff was given no reason other than "[he] was the one selected."

18. Of the twelve Production Maintenance Supervisors in Westport and Brentwood, Plaintiff was the second oldest and only with a known disability.

19. Of the six Production Maintenance Supervisors at the Brentwood location, Plaintiff was the second oldest and only with a known disability.

20. Of the six Production Maintenance Supervisors at the Brentwood location, Plaintiff was more senior than one.

21. Plaintiff was also more senior than one of the Brentwood Facility Maintenance Supervisors – a position for which he was certainly qualified.

22. Plaintiff was a top performer, as regarded by the most senior of the Brentwood Facility Maintenance Supervisors.

23. The reasons Plaintiff “was the one selected” were his age and disability. This is unlawful.

24. Defendant made a pretextual attempt to differentiate Maintenance Supervisors in its Older Workers Benefit Protection Act disclosure, by varying the titles of Plaintiff and coworkers: Maintenance Team Leader; Sr Supervisor, Maintenance; Sr. Maintenance Supervisor / Team Lead; and Sr. Maintenance Supv/Team Lead. This is unavailing as the positions were all the same.

25. Similarly a sign of pretext, Plaintiff’s manager Kevin Buetelmann began slandering Plaintiff in defense of my illegal termination: stating after the fact – and contrary to stated reasons to Plaintiff – that Plaintiff was terminated for performance reasons.

26. Indeed, Plaintiff specifically asked at the time of his termination if it was something he did or didn’t do and if it was performance related: he was unequivocally told “no” to both questions.

27. Further, Plaintiff was never warned about his performance or issued any criticism regarding the same.

28. Plaintiff had monthly meetings up and until in or around August or September 2021 with Kevin Buetelmann to discuss job issues and progress. Plaintiff was never criticized for anything during said meetings.

29. Moreover, pretextually and to hide illegality, Brian Tappendorf falsely claimed that Brentwood had more Maintenance Supervisors than West Port.

30. Plaintiff was quickly replaced on his second shift by a non-disabled employee in his 40's lacking requisite APA skills for the job, which was to the frustration of several of his co-workers.

#### **Administrative Exhaustion**

31. On or around January 19, 2021, Plaintiff timely filed a Charge of Discrimination with the Missouri Commission on Human Rights ("MCHR") and Equal Employment Opportunity Commission ("EEOC") pertaining to the age and disability discrimination alleged in this lawsuit.

32. On or around July 20, 2021, Plaintiff received a Notice of Right to Sue from the MCHR, relating to the aforementioned Charge, and Plaintiff has initiated this action within 90 days of the date of such Notice of Right to Sue.

#### **First Cause of Action:** **Age Discrimination – MHRA**

33. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

34. Plaintiff suffered age discrimination that culminated in his termination.

35. Plaintiff's termination was motivated by his age.

36. Defendant by the actions described herein, discriminated against Plaintiff due to his age in violation of the MHRA.

37. As a consequence of Defendant's actions as described herein, Plaintiff has lost, and continues to lose, wages and other financial incidents and benefits of employment.

38. As a consequence of Defendant's actions as described herein, Plaintiff has experienced emotional distress, embarrassment, and a loss of reputation.

39. As a consequence of Defendant's actions as described herein, Plaintiff has incurred, and will continue to incur, attorney's fees, costs, and expenses.

40. The conduct of Defendant was outrageous and willfully undertaken with reckless disregard for Plaintiff's rights.

41. Plaintiff's damages in this Count are in an amount not less than \$25,000.00.

**WHEREFORE**, Plaintiff requests a jury trial and that this Court enter judgment in his favor and against Defendant, declaring that Defendant have engaged in unlawful employment practices with respect to Plaintiff in violation of his rights protected by the MHRA; that Plaintiff be reinstated (and if not practical issued front pay) and compensated for all losses and damages suffered as a result of Defendant's unlawful discrimination and discharge of Plaintiff, including, but not limited to, past and future lost income, hedonic damages, emotional distress damages, other lost financial benefits of employment, and an amount to compensate Plaintiff for any tax treatment of a damages award; that Defendant be ordered to pay punitive damages; that Plaintiff be awarded pre-judgment and/or post-judgment interest on her damages; that Plaintiff be awarded attorneys' fees and costs reasonably expended on this case; and further relief as this Court deems appropriate under the circumstances.

**Second Cause of Action:**  
**Disability Discrimination - MHRA**

42. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

43. Plaintiff is disabled under the MHRA; he has asthma and lung-related issues, which substantially limit major life activities such as breathing and render Plaintiff immunocompromised.

44. Plaintiff suffered disability discrimination that culminated in his termination as set forth above.

45. Plaintiff's termination was motivated by his disability.

46. Defendant by the actions described herein, discriminated against Plaintiff due to his disability in violation of the MHRA.

47. As a consequence of Defendant's actions as described herein, Plaintiff has lost, and continues to lose, wages and other financial incidents and benefits of employment.

48. As a consequence of Defendant's actions as described herein, Plaintiff has experienced emotional distress, embarrassment, and a loss of reputation.

49. As a consequence of Defendant's actions as described herein, Plaintiff has incurred, and will continue to incur, attorney's fees, costs, and expenses.

50. The conduct of Defendant was outrageous and willfully undertaken with reckless disregard for Plaintiff's rights.

51. Plaintiff's damages in this Count are in an amount not less than \$25,000.00.

**WHEREFORE**, Plaintiff requests a jury trial and that this Court enter judgment in his favor and against Defendant, declaring that Defendant have engaged in unlawful employment practices with respect to Plaintiff in violation of his rights protected by the MHRA; that Plaintiff be

reinstated (and if not practical issued front pay) and compensated for all losses and damages suffered as a result of Defendant's unlawful discrimination and discharge of Plaintiff, including, but not limited to, past and future lost income, hedonic damages, emotional distress damages, other lost financial benefits of employment, and an amount to compensate Plaintiff for any tax treatment of a damages award; that Defendant be ordered to pay punitive damages; that Plaintiff be awarded pre-judgment and/or post-judgment interest on her damages; that Plaintiff be awarded attorneys' fees and costs reasonably expended on this case; and further relief as this Court deems appropriate under the circumstances.

Respectfully submitted,

HKM Employment Attorneys LLP

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Attorneys for Plaintiff Gary Langley

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 7<sup>th</sup> day of September 2021, a copy of the foregoing pleading was served via electronic court filing and emailed to counsel for Defendant, Jessica Liss, pursuant to service agreement between the parties.

/s/ S. Cody Reinberg